



STATE OF IOWA
MASTER AGREEMENT

MA# 005 CT2907MV4OF4 2

EFFECTIVE BEGIN DATE: 04-01-2006
EXPIRATION DATE: 03-31-2007
PAGE: 1 of 5

BUYER : JEANETTE CHUPP
Jeanette.Chupp@iowa.gov
515-281-6288

FOB FOB Dest, Freight Prepaid

PAYMENT TERMS (%): DAYS:

VENDOR:

PHYSICIANS SALES & SERV
1450 N MCLEAN BLVD

ELGIN, IL 60123
USA

VENDOR CONTACT:

Jim Dollar

PHONE: 847-760-3500

EMAIL: jdollar@pssd.com

VENDOR #: 59228036404

EXT:

DESCRIPTION OF ITEMS CONTRACTED

Medical Products .. EASTERN IOWA

Contract for Medical Supplies, Services and Equipment pursuant to MMCAP Contract M-487(5) as authorized by Layne Nelson, State of Minnesota, phone 651-201-2440 or E-Mail: Layne.Nelson@state.mn.us.

Physicians Sales & Service (PSS), MMCAP Contract No. 423345

Discount Description:

--- Discount schedule(s) shall be applied per on-line ordering site....www.mypss.com

--- General Discount: 5% off MSRP

Payment Terms: Net 30

Delivery: 7 days

Minimum Order: None

Return Policy: no re-stocking fee for products ordered in error

Freight Charges: FOB Destination (no freight charges invoiced) for regular delivery

Minnesota Government Sales Contact: Eric Kindgren at phone 763-428-2388

Corporate Contact: Lisa Parks at e-mai addres: lparks@pssd.com

Local PSS Sales Representatives include:

-- Christina Kunz (Kansas City Office) covers Central and Western Iowa, Phone 800-726-7764, or 800-334-4246 ext. 316 or FAX 800-334-7543. E-Mail Address: ckunz@pssd.com

-- Jim Dollar (Chicago Office) covers Eastern Iowa, Phone 847-760-3500 or 800-760-3563 or E-Mail Address: jdollar@pssd.com

RENEWAL PERIODS

FROM 04-01-2007 TO 03-31-2009

THRESHOLDS

MINIMUM ORDER AMOUNT:

MAXIMUM ORDER AMOUNT:

NOT TO EXCEED AMOUNT:

AUTHORIZED DEPARTMENT

ALL

TOTAL \$0.00

VENDOR:

APPROVED BY:

THIS MA IS SUBJECT TO THE TERMS AND
CONDITIONS ATTACHED HERETO.
PLEASE SEE ATTACHMENTS FOR
FURTHER DESCRIPTIONS.



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000		47555	\$0.000000
				\$0.000000
2	0.00000		Medical Examination Equipment and Supplies (Not Otherwise Cl 46548	\$0.000000
				\$0.000000
3	0.00000		Hospital and Surgical Equipment and Accessories (Not Otherwi 345	\$0.000000
				\$0.000000
4	0.00000		FIRST AID AND SAFETY EQUIPMENT AND SUPPLIES (EXCEPT NUCLEAR 475	\$0.000000
				\$0.000000
5	0.00000		HOSPITAL, SURGICAL, AND MEDICAL RELATED ACCESSORIES AND SUND 41003	\$0.000000
				\$0.000000
6	0.00000		Beds and Mattresses, Hospital Specialized: Air Beds, Intensi 41012	\$0.000000
				\$0.000000
7	0.00000		Carts: Dressing, Laboratory, Medication, Patient Tray, Resus 41072	\$0.000000
				\$0.000000
8	0.00000		Tables, Examination; and Accessories 43568	\$0.000000
				\$0.000000
9	0.00000		Skin Cleansers: Emollient, Nonalkaline, etc. 47517	\$0.000000
				\$0.000000
10	0.00000		Catheters and Urinary Drainage Systems, Plastic and Rubber 47534	\$0.000000
				\$0.000000
11	0.00000		Disposal Systems, Nonreusable (For Blades, Hospital Waste Co 46502	\$0.000000
				\$0.000000
12	0.00000		Anesthesia and Respiration Equipment, Hospital: Controls, Ga 4650710	\$0.000000
				\$0.000000
13	0.00000		BLOOD CHEMISTRY EQUIPMENT 46511	\$0.000000
				\$0.000000
14	0.00000		Blood Pressure and Blood Flow Detection Equipment: Dopplers, 46522	\$0.000000
				\$0.000000
15	0.00000		Diagnostic Equipment, Computerized: Plethysmographs, Spirome 46525	\$0.000000
				\$0.000000
16	0.00000		Diagnostic Equipment, Electronic (Not Otherwise Itemized) 46560	\$0.000000
				\$0.000000
17	0.00000		Monitoring Systems, All Types (Hospital and Patient) 4656750	\$0.000000
				\$0.000000
18	0.00000		ORTHOPEDIC EQUIPMENT, MISCELLANEOUS 46582	\$0.000000
				\$0.000000
19	0.00000		Rehabilitation Equipment and Supplies (For Hydrotherapy, Phy 46590	\$0.000000
				\$0.000000
20	0.00000		Sterilizing Equipment, Hospital and Research: Autoclaves and 46595	\$0.000000
				\$0.000000
21	0.00000		Vaporizers, Humidifiers, and Nebulizers (Including Room Size 47509	\$0.000000
				\$0.000000
22	0.00000		Bandages (All Types), Adhesive Tapes, Dressings, Plaster of 47550	\$0.000000
				\$0.000000
			Lancets, Blood	



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23	0.00000		47564	\$0.000000
				\$0.000000
24	0.00000		Paper Goods: Diapers, Medication Blister Cards, Pillow Cases 47574	\$0.000000
				\$0.000000
25	0.00000		Sets, Procedural, Disposable: Catheter Care, Enema, Irrigati 4757713	\$0.000000
				\$0.000000
26	0.00000		BAGS, BIOHAZARD, INFECTIOUS WASTE 47582	\$0.000000
				\$0.000000
27	0.00000		Syringes, Hypodermic and Irrigation (Disposable), and Hypode 4758244	\$0.000000
				\$0.000000
28	0.00000		VACUTAINER NEEDLES, STERILE, DISPOSABLE 47588	\$0.000000
				\$0.000000
29	0.00000		Utensils, Sickroom: Aluminum, Enamelware, Stainless Steel, e 47595	\$0.000000
				\$0.000000
30	0.00000		Vacuum Blood-Collecting Sets (Tubes, Tube-Holders, and Needl 470	\$0.000000
				\$0.000000
31	0.00000		HOSPITAL, NURSING HOME OR RESIDENTIAL SPECIALIZED EQUIPMENT 47013	\$0.000000
				\$0.000000
32	0.00000		Anatomical Braces and Supports: Arm Slings, Back Supports, T 47020	\$0.000000
				\$0.000000
33	0.00000		Commode Chairs and Shower Chairs 47060	\$0.000000
				\$0.000000
34	0.00000		Restraint and Protection Items: Crib Nets, Foam Helmets, Jac 47541	\$0.000000
				\$0.000000
35	0.00000		Gloves and Finger Cots, Medical Type 4754128	\$0.000000
				\$0.000000
36	0.00000		GLOVES, EXAMINATION, DISPOSABLE, LATEX, MEDICAL GRADE, NON-S 4754139	\$0.000000
				\$0.000000
37	0.00000		GLOVES, EXAMINATION, POWDER FREE, SYNTHETIC 4754148	\$0.000000
				\$0.000000
38	0.00000		GLOVES, EXAMINATION, NITRILE, IMPERVIOUS TO BLOOD & BODY FLU 4754150	\$0.000000
				\$0.000000
39	0.00000		GLOVES, EXAMINATION, SYNTHETIC, NON-LATEX, NON-STERILE, LOW 4754155	\$0.000000
				\$0.000000
			GLOVES, EXAMINATION, VINYL, PEEL PACK, STERILE, DISPOSABLE	



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TERMS AND CONDITIONS

Incorporation

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

- A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.
- B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.
- C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance (cont)

- D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.
- E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes



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The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.